

BOHM, MATSEN, KEGEL & AGUILERA, LLP

Kari M. Myron (Bar No. 158592)

695 Town Center Drive, Ste. 700

Costa Mesa, California 92626

Telephone: (714) 384-6500

Facsimile: (714) 384-6501

kmyron@bmkalaw.com

Attorneys for Plaintiff STEVEN BENHAYON

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re
STEVEN BENHAYON, an Individual,

Plaintiff,

vs.

ROYAL BANK OF CANADA, a Canadian
company, business form unknown; RBC
WEALTH MANAGEMENT COMPANY,
formerly RBC DAIN RAUSCHER, INC.,
business form unknown; THE ROYAL
BANK OF CANADA US WEALTH
ACCUMULATION PLAN, formerly known
as RBC Dain Rauscher Wealth
Accumulation Plan; and, DOES 1 through
20,

Defendants.

Case No.: CV08-06090 FMC (AGRx)
Assigned to Hon. Florence-Marie
Cooper [Courtroom 750 (Roybal)]

**DECLARATION OF KARI M.
MYRON**

**[Filed concurrently with Simultaneous
Briefing in re ERISA]**

DECLARATION OF KARI M. MYRON

I, Kari M. Myron, hereby declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California and the United States District, Central District of California. I am a partner of the law firm of Bohm, Matsen, Kegel & Aguilera, LLP, which represents Plaintiff STEVEN BENHAYON in this matter. I make this Declaration based upon my own personal knowledge, except as to those matters which are stated on information and belief and as to those matters I believe them to be true. If called and sworn as a witness, I could and would competently testify to the following.

2. Attached hereto as **Exhibit "A"** and incorporated herein by reference is a true and correct copy of the termination letter that Plaintiff STEVEN BENHAYON received from RBC Dain Rauscher, Inc., dated September 17, 2007, as well as a General Release and Exhibits that were appended to the letter. The Bates stamp numbers on said Exhibit is 00081 through 00086.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on July 22, 2009 at Costa Mesa, California.


Kari M. Myron, Declarant

EXHIBIT A

Human Resources
Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, MN 55402-4422
(612) 373-1770
(612) 371-7954 Fax
www.rbcdain.com

September 17, 2007

Steven Benhayon
313 San Ysidro Road
Montecito, CA 93108

Dear Steven:

This letter sets forth the terms and conditions of your separation from employment from RBC Dain Rauscher Inc. (the "Company").

Employment

Your employment will end as of September 17, 2007 (the "Termination Date"). Your last official day in the office will be September 17, 2007. You will be paid your salary through your Termination Date.

Severance and Other Payments

Subject to satisfaction of the conditions specified below, you will be paid severance the lump sum of \$129,800.00 (less all applicable withholdings and deductions as required by law; lump sum payments are subject to federal and state supplementary tax rates per IRS regulations).

Conditions to and Timing of Payments

You will not receive any payments pursuant to this agreement until (1) you have signed and returned this letter agreement and the attached General Release in the enclosed self-addressed envelope; (2) the rescission period (if any) specified in the General Release has expired without exercise, and (3) you have returned all Company property. Except as otherwise specified, all payments to be made to you under this agreement will be made in a lump sum within 30 days after you have satisfied the conditions specified in this agreement.

Outplacement

Subject to satisfaction of the conditions in this letter, you will be eligible for outplacement services to be provided by Lee Hecht Harrison within six months of your termination date. Additional information concerning such services is enclosed.

Confidentiality

Except as otherwise required by law or court order, you agree that you will not at any time divulge or otherwise make accessible to anyone or use for any purpose any Confidential Information concerning the Company which you obtained during the course of your employment. Confidential Information includes any knowledge or information held in confidence by the Company which is not in the public domain, including but not limited to trade secrets, confidential or secret business information, business plans, confidential financial data, analyses or studies; the Company's personnel policies or actions; the functions, responsibilities, ratings, or production levels of employees; the identity of clients; including but not limited to the client's name, address, contact information, investment information and data, and financial information; or any other nonpublic information directly or indirectly useful in any aspect of the business of the Company. You acknowledge that the above-described Confidential Information is a unique and valuable asset of the Company, and any disclosure or other use of such knowledge or information would be wrongful and would cause irreparable harm to the Company.

You further agree that, except as otherwise required by law or court order, you will not at any time divulge or otherwise make accessible to anyone (other than your immediate family and tax, financial and/or other professional advisors you consult regarding your personal or financial affairs) the terms of this agreement, except that you may

GENERAL RELEASE

In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, on behalf of yourself and your heirs, successors and assigns, you hereby release and discharge RBC Dain Rauscher Corp. and its affiliates (collectively, the "Company"), as well as all officers, directors, agents, employees, successors and assigns of the Company (collectively, the "Released Parties"), from any and all claims, demands, actions, liabilities, damages or rights of any kind, whether known or unknown, that you have, have ever had or may have for any act or omission that has occurred up through the date of execution of this General Release, including but not limited to those arising out of or related to your employment or termination of employment. You further agree that you will not institute or authorize any other party, governmental or otherwise, to institute any administrative or legal proceeding seeking compensation or damages on your behalf against the Released Parties relating to or arising out of any aspect of your employment or termination.

This release is intended to extend to and include, among other things, any claims arising under Title VII of the 1964 Civil Rights Act, 42 U. S. C. § 2000e *et seq.*; the Age Discrimination in Employment Act, 29 U. S. C. § 621, *et seq.*; the Older Workers' Benefit Protection Act, 29 U.S.C. §626(f), *et seq.*; the Americans with Disabilities Act, 42 U. S. C. § 12101 *et seq.*; the Employee Retirement and Income Security Act, 29 U. S. C. § 1001 *et seq.*; the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq.*; the Family Medical Leave Act; the California Fair Employment and Housing Act, Government Code, § 12900 *et seq.*; the California Family Rights Act; the California Labor Code; and any other federal or state constitutions, federal, state or local statutes, or any contract, quasi contract, common law or tort claims, whether known or unknown, suspected or unsuspected, concealed or hidden, or developed or undeveloped, up through the date of your execution of this release.

YOU EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND DO SO UNDERSTANDING AND ACKNOWLEDGING THE SIGNIFICANCE AND CONSEQUENCES OF SUCH SPECIFIC WAIVER. SECTION 1542 STATES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

This release does not preclude you from pursuing equitable relief before an administrative agency or providing assistance to others who do so. Any claim, charge, or remedy that cannot by law be waived by a private agreement such as this release is not waived by virtue of the terms of this release. Additionally, by executing this release you do not release, waive or discharge your right to file a federal, state or local charge of discrimination for equitable relief only. By executing this release you do hereby waive your right to monetary relief from any such charge. This release does not preclude you from participating as a witness in any administrative proceeding whether compelled by process to do so or not.

You are entitled to revoke this release insofar as it extends to claims or potential claims under the Age Discrimination in Employment Act by delivering a written notice of your intent to revoke this release, postmarked or hand-delivered, within seven (7) calendar days following your signing of the release. The rescission must be sent by certified mail or hand-delivered to:

Todd W. Schnell
Senior Associate General Counsel
RBC Dain Rauscher Inc.
Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, MN 55402-4422

This release will not become effective until this seven day period has expired.

You hereby affirm and acknowledge that you have read the foregoing General Release, that you understand the meaning of its terms and their effect, and that the provisions of the release are written in language you understand. You also represent that you are entering into the release freely and voluntarily. You further acknowledge that you have been advised that you may take up to 45 days to consider whether to enter into this release and to consult with an attorney before signing this release.

You further affirm and acknowledge that you have received Exhibit A attached to this General Release, which describes the termination program of which your termination is a part; including a description of the individuals covered by the program, the eligibility factors and time limits applicable to the program, the job titles and ages of all individuals selected for the program, and the ages of all individuals in the same job classification or organizational unit who were not selected for the program.

Signed: _____
Benhayon, Steven

Dated: _____

Exhibit A
RBC Dain Rauscher Inc.

- (A) The decisional unit is RBC Capital Markets Fixed Income Products Group
- (B) All persons who are being terminated as a result of the reduction in force are selected for the program.
- (C) All persons who are being offered severance pay under a severance letter and general release must sign the release and return it to the Company within the time period specified in the severance letter. Once the signed General Release is returned to the Company, you have 7 days to revoke the release agreement to the extent it extends to potential claims under the Age Discrimination in Employment Act.
- (D) The following is a listing of the ages and job titles of persons in the Company who were and were not selected for termination and the offer of consideration for signing a waiver:

Arizona:

3430 East Sunrise Drive, Tucson

Position Title	Age	Selected	Not Selected
Salesperson	39		1

California:

345 California Street, San Francisco

Position Title	Age	Selected	Not Selected
Salesperson	41	1	
Salesperson	48	1	
Manager, Regional Producing	48	1	
Assistant, Sales Registered	28	1	
Salesperson	50	1	
Associate, Sales Registered Senior	29	1	
Salesperson	42	1	

610 Newport Beach Drive, Newport Beach

Position Title	Age	Selected	Not Selected
Salesperson	38	1	

Exhibit A
RBC Dain Rauscher Inc.

Florida:

100 Second Avenue, St. Petersburg

Position Title	Age	Selected	Not Selected
Assistant, Sales Registered	50		1
Manager, St. Petersburg Branch	56		1
Salesperson	41	1	

600 Corporate Drive, Fort Lauderdale

Position Title	Age	Selected	Not Selected
Administrator, Sales Senior	54	1	
Salesperson	50	1	
Salesperson	51	1	

801 Brickell Avenue, Miami

Position Title	Age	Selected	Not Selected
Salesperson	38	1	
Salesperson	41	1	
Salesperson	43	1	
Salesperson	46	1	
Salesperson	48		1
Salesperson, Junior	34	1	

Illinois:

500 West Madison Street, Chicago

Position Title	Age	Selected	Not Selected
Associate, Sales Registered Senior	28		1
Salesperson, Junior	30		1
Salesperson	39		1
Salesperson	40		1
Salesperson	41		1
Salesperson	46		1
Salesperson	47	1	
Salesperson	49		1
Salesperson	55		1
Salesperson	38	1	

Exhibit A
RBC Dain Rauscher Inc.

Minnesota:

60 South Sixth Street, Minneapolis

Position Title	Age	Selected	Not Selected
Salesperson	34	1	
Salesperson	38		1
Salesperson	50	1	
Salesperson	50		1
Trader, Institutional	51	1	

North Carolina:

2101 Rexford Road, Charlotte

Position Title	Age	Selected	Not Selected
Salesperson	46	1	
Salesperson	48	1	

New York:

One Liberty Plaza, New York

Position Title	Age	Selected	Not Selected
Assistant, Administrative	23	1	
Assistant, Sales Registered	48		1
Assistant, Trading	24		1
Assistant, Trading	25		1
Assistant, Trading	29		1
Associate, Sales	29		1
Associate, Sales & Trading	57		1
Head, Credit Sales	44		1
Head, Trader - MBS	44		1
Manager, Sales Assistants	41		1
Salesperson	29		1
Salesperson	33		1
Salesperson	34		1
Salesperson	37		1
Salesperson	38		1
Salesperson	39		1
Salesperson	40		1
Salesperson	41		1
Salesperson	44		1
Salesperson	44		1
Salesperson	44	1	